

MATRIX IN RESPONSE TO AT&T EX PARTE OF DECEMBER 11, 2002

December 17, 2002

AT&T Ex Parte/ Wilson Aff. Agmt #	Company	Date	Agreement	Relevant State(s)	On Qwest Web Site	Status of terms related to § 251(b) and (c)	Description of Terms and Status
1	Allegiance	12/24/01	Confidential Billing Settlement	CO, WA	No	Not in effect	<p>The terms concerning the rate for DS/0 coordinated installation without testing were filed pursuant to Section 252 in an interconnection agreement amendment in Washington on 2/1/02 and approved on 2/27/02. The terms were filed for approval in Colorado on 3/26/02 and approved on 5/8/02. Moreover, the relevant rate was established by the 12/21/01 Colorado cost docket order (No. 99A-577-T) and subsequently reduced by the Commission on 4/17/02 (No. C-02-409). The new rate appears in Qwest's Colorado SGAT dated 8/12/02.</p> <p>Mr. Wilson's Reply Declaration and attached matrix, dated November 7, 2002 ("W-11/07/02") do not identify any additional terms raising Section 252 filing issues.</p>
12	Eschelon	11/15/00	Letter from Qwest Regarding Daily Usage Information	CO, ID, UT, WA	No	Not in effect	<p>As Mr. Wilson (W-10/15/02) agrees, this agreement, including terms related to DUF issues, was terminated by the March 1, 2002 Settlement Agreement (at ¶ 3(d)) and the completion of the transfer to a mechanized process.</p> <p>Mr. Wilson (W-11/07/02) alleges that Qwest "should" make this agreement's provisions available without rebutting the fact that this agreement has terminated.</p>

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16	Eschelon	2/22/02	Settlement Agreement Letter from Qwest	CO, ID, UT, WA	No	Not in effect	<p>This is merely a proposal letter and not a final agreement. In any event, the terms of this letter were formalized and superseded by the March 1, 2002 Settlement Agreement discussed in Qwest's previous matrices.</p> <p>Mr. Wilson (W-11/07/02) alleges that Qwest "should" make certain services available to other CLECs without rebutting the fact that this document does not represent a final contract and in any event was superseded by the March 1, 2002 agreement.</p>
17	Global Crossing	9/18/00	Settlement Agreement and Release	CO, WA	No	Not in effect	<p>Provisions of this agreement reflecting terms and conditions of UNE combinations in Colorado and Washington were superseded by interconnection agreement amendments approved in Colorado on 12/17/00 and in Washington on 11/29/00.</p> <p>¶ 6(a) and (b) is a resolution of a past dispute with backward looking consideration.</p> <p>Other issues relating to UNE-P conversions have been fully executed and are superseded and reflected in ¶ 2 of the 7/13/01 <i>Confidential Billing Settlement Agreement</i> with Global Crossing discussed in Qwest's previous matrices.</p>

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							<p>Both paragraphs 7 and 8 relate to installation intervals for UNE-P requests. The interconnection amendments for Colorado (approved on 12/17/00) and Washington (approved 11/29/00) Commissions contain comprehensive provisions defining UNE-P and delineating intervals standards. Further, paragraph 2 of the 7/13/01 contract, which was filed for approval in August of 2002, refers to standard provisioning intervals specified in the existing interconnection agreements or state commission rules.</p> <p>Mr. Wilson (W-11/07/02) only alleges that “it is not clear” that this contract has been superseded without stating any additional facts. In fact, it has been.</p>
20	MCI WorldCom	12/14/00	Confidential Billing Settlement Agreement	CO, NE, WA, UT, IA	No	Filed; Not in effect	<p>¶ 2(a) concerns either non-Section 251 toll matters or Section 251 matters that were superseded by the 6/29/01 <i>Confidential Billing Settlement Agreement</i>, and portions of which were filed with the applicable state commissions, and filed and approved interconnection agreement amendments, executed 6/29/01.</p> <p>All Section 251 issues in ¶ 2(b) were superseded by filed interconnection agreement amendments executed on 6/29/01.</p>

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							<p>¶ 2(c) concerns local reciprocal compensation rate disputes and was superseded by the 6/29/01 <i>Confidential Billing Settlement Agreement</i> discussed below, portions of which were filed with the states and reflected in interconnection agreement amendments executed on 6/29/02 and filed with the applicable states.</p> <p>¶ 3 concerns the reservation of the parties' rights and the settlement of a historical dispute and was, in any event, superseded by a filed and approved interconnection agreement amendment related to reciprocal compensation.</p> <p>Mr. Wilson (W-11/07/02) alleges that Qwest has not proven that terms of this agreement were filed or are available to other CLECs. However, the proof of filing and the availability of ongoing terms are shown by the amendments of the MCI WorldCom interconnection agreements on file with the state commissions, which Mr. Wilson does not rebut.</p>
21	McLeod	4/25/00	Confidential Settlement Document: US West/Qwest Merger	All	No	Not in effect	This was a proposal letter that was formalized and superseded in its entirety by the <i>Confidential Billing Settlement Agreement</i> with McLeod dated 4/28/00 (discussed in Qwest's previous matrices).

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							Mr. Wilson (W-11/07/02) does not rebut the fact that this letter is superseded by the 4/28/00 contract, a portion of which was filed for state commission approval in August of 2002.
24	McLeod	10/26/00	Purchase Agreement	All	No	N/A	Volume purchase commitments do not reflect new terms and conditions related to 251 services. In any event, this agreement was terminated by the parties on 9/19/02. To the extent the agreement was amended to include a discount provisions, as found by the Minnesota Commission, such amendment was also terminated by the parties on 9/19/02. The superseding agreements containing Section 251 terms have been filed with the state commissions for approval. (See also Att. A to 12/6/02 Qwest ex parte ("Att. A")).
26	NextLink	5/12/00	Confidential Billing Settlement	CO, UT, WA	No	Not in effect	<p>¶ 1 resolves market expansion line charges, interim number portability, terminating switched access charges, and 800 number originating and terminating records through a settlement involving backward-looking consideration. Therefore, this provision is a settlement of a historical dispute and all conditions have been fully performed.</p> <p>¶ 2, relating to reciprocal compensation, was superseded by interconnection agreement amendments executed by the parties in March 2002 and approved by the Washington, Utah,</p>

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							<p>and Colorado Commissions on 4/25/02, 4/30/02, and 5/13/02 respectively.</p> <p>In ¶ 3, regarding end user customer billing disputes, the parties resolve a past billing dispute through backward-looking consideration. The parties agree that NextLink will comply with established processes and standards; therefore no new terms or conditions of Qwest's Section 251 obligations are stated here.</p> <p>The first part of ¶ 4 is a settlement of a historical dispute regarding collocation and recurring and non-recurring charges. The second part of ¶ 4 addresses collocation terms for the state of Washington, and such terms were superseded by collocation orders and rates established by the Washington Commission (No. 003013 Part A Order (13th Supplemental Order), Jan. 31, 2001).</p> <p>¶ 5, relating to billing account numbers, is a settlement of a historical dispute.</p> <p>Mr. Wilson (W-11/07/02) claims that Qwest has not indicated whether a subsequent agreement has superseded this agreement and has not discussed paragraph 2. In fact, as stated above, paragraph 2 relates to reciprocal compensation and has been superseded by filed and approved</p>

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							interconnection amendments. (See also Att. A).
48	Allegiance	12/20/99	Publishing Agreement for Official Listings with DEX	CO, WA	No	N/A	This contract is not subject to § 252 for at least two reasons: (1) the publishing terms are not §251(b) or (c) obligations; (2) the agreement is with U S WEST DEX, rather than with Qwest Corporation as the BOC.
49/ 51	Allegiance	3/23/00	Internetwork Calling Name Delivery Service Agreement	CO, WA	No	N/A	Contract #51 does not exist. AT&T probably means the 3/23/00 contract noted by AT&T as #49. This is a boilerplate agreement whose same terms have been approved , remain in effect, are available for opt-in, and are not discriminatory.
52	Allegiance	6/19/02	Operator Service Agreement	CO, WA	No	Filed	This contract is not subject to § 252 for two reasons: (1) the operator services terms are not Section 251(b) or (c) obligations; and (2) this is a form contract. In any event, this agreement was filed with both relevant states (CO/WA) for approval anyway.
61	McLeodUSA	10/26/00	Amendment to Confidential Billing Settlement Agreement	All	No	N/A	¶¶ 1 and 2 are settlements of a historical dispute and have been fully performed. Other provisions contained in ¶ 1 regarding a “new platform” are contained in and superseded by a filed interconnection amendment that was approved by the state commissions. This provision simply evidences an intention to enter into and file an interconnection agreement, which occurred. Thus, this contract does not contain any terms that should be subject to a filing requirement.

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							The filed and approved amendments providing for the new platform do not terminate until December 31, 2003, and Qwest has filed with the state commissions the notice which triggers the December 31, 2003 termination date.
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